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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JENNIE QUAN, individually and as
successor in interest to BENJAMIN
CHIN, deceased,

Plaintiffs,

vs.

COUNTY OF LOS ANGELES; and
DOES 1-10, inclusive,

Defendants.

Case No. 2:24-cv-04805-MCS-KS

Assigned to:
Hon Mark C. Scarsi
Hon. Mag. Judge Karen L. Stevenson

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may be
5 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter
6 the following Stipulated Protective Order. The parties acknowledge that this Order
7 does not confer blanket protections on all disclosures or responses to discovery
8 and that the protection it affords from public disclosure and use extends only to the
9 limited information or items that are entitled to confidential treatment under the
10 applicable legal principles. The parties further acknowledge, as set forth in Section
11 12.3, below, that this Stipulated Protective Order does not entitle them to file
12 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
13 that must be followed and the standards that will be applied when a party seeks
14 permission from the court to file material under seal.

15 B. GOOD CAUSE STATEMENT

16 This action is likely to involve confidential information pertaining to personnel
17 records and other materials subject to privacy protections for which special protection
18 from public disclosure and from use for any purpose other than prosecution of this
19 action is warranted. Limiting disclosure of these documents to the context of this
20 litigation as provided herein will, accordingly, further important law enforcement
21 objectives and interests, including the safety of personnel and the public, as well as the
22 privacy rights of plaintiff, the individual defendants, and third party witnesses. Such
23 confidential materials and information consists of, among other things, materials
24 entitled to privileges and/or protections under the following: the United States
25 Constitution, First Amendment; the California Constitution, Article I, Section 1;
26 *California Penal Code* §§ 832.5, 832.7, and 832.8; *California Evidence Code* §§ 1040
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1 and 1043, et seq.; the Privacy Act of 1974, 5 U.S.C. § 552a; Health Insurance
2 Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, decisional
3 law relating to such provisions; and information otherwise generally unavailable to the
4 public; or which may be privileged or otherwise protected from disclosure under state
5 or federal statutes, court rules, case decisions, or common law. Defendants also
6 contend that such confidential materials and information consists of materials entitled
7 to the Official Information Privilege.

8 Confidential information with respect to the Defendants may include: personnel
9 files; internal investigative files and documents; email and written correspondence
10 records; and policies and procedures that are kept from the public in the ordinary course
11 of business, as well as other items subject to the Official Information Privilege and
12 other privileges. Confidential information with respect to the Plaintiff may include:
13 employment and financial records; email and written correspondence records; and
14 psychological notes, evaluations, and report and treatment plans relating to the
15 treatment, care, and evaluation of the Plaintiff.

16 The parties reserve the right to challenge a designation of confidentiality
17 pursuant to the terms set forth under Paragraph 8 of this Order.

18 Accordingly, to expedite the flow of information; to facilitate the prompt
19 resolution of disputes over confidentiality of discovery materials; to adequately protect
20 information the parties are entitled to keep confidential; to ensure that the parties are
21 permitted to reasonably use such material in preparation for and in conduct of trial; to
22 address their handling at the end of the litigation; and serve the ends of justice, a
23 protective order for such information is justified in this matter. It is the intent of the
24 parties that information will not be designated as confidential for tactical reasons and
25 that nothing be so designated without a good faith belief that it has been maintained in
26 a confidential, non-public manner; and there is good cause why it should not be part of
27 the public record of this case.

2. DEFINITIONS

2.1 Action: *Jennie Quan v. County of Los Angeles*, Case No. 2:24-cv-04805-
MCS-KS

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.8 House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.9 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.10 Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes support staff.

2.11 Party: any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

2.13 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.14 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.”

2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

4. DURATION

1 The confidentiality obligations imposed by this Order shall remain in effect until
2 Final Disposition of this case. “Final Disposition” shall be deemed to be the later of (1)
3 dismissal of all claims and defenses in this Action, with or without prejudice; and (2)
4 final judgment herein after the completion and exhaustion of all appeals, re-hearings,
5 remands, trials, or reviews of this Action, including the time limits for filing any
6 motions or applications for extension of time pursuant to applicable law.

7 **5. DESIGNATING PROTECTED MATERIAL**

8 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

9 Each Party or Non-Party that designates information or items for protection under this
10 Order must take care to limit any such designation to specific material that qualifies
11 under the appropriate standards. The Designating Party must designate for protection
12 only those parts of material, documents, items, or oral or written communications that
13 qualify so that other portions of the material, documents, items, or communications
14 for which protection is not warranted are not swept unjustifiably within the ambit
15 of this Order.

16 Mass, indiscriminate, or routinized designations are prohibited. Designations
17 that are shown to be clearly unjustified or that have been made for an improper purpose
18 (e.g., to unnecessarily encumber the case development process or to impose
19 unnecessary expenses and burdens on other parties) may expose the Designating Party
20 to sanctions.

21 If it comes to a Designating Party’s attention that information or items that it
22 designated for protection do not qualify for protection, that Designating Party must
23 promptly notify all other Parties that it is withdrawing the inapplicable designation.

24 **5.2 Manner and Timing of Designations.** Except as otherwise provided in this
25 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
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1 or ordered, Disclosure or Discovery Material that qualifies for protection under this
2 Order must be clearly so designated before the material is disclosed or produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (e.g., paper or electronic documents,
5 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
6 Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter
7 “CONFIDENTIAL legend”), to each page that contains protected material. If only a
8 portion or portions of the material on a page qualifies for protection, the Producing
9 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
10 markings in the margins).

11 A Party or Non-Party that makes original documents available for inspection
12 need not designate them for protection until after the inspecting Party has indicated
13 which documents it would like copied and produced. During the inspection and before
14 the designation, all of the material made available for inspection shall be deemed
15 “CONFIDENTIAL.” After the inspecting Party has identified the documents
16 it wants copied and produced, the Producing Party must determine which documents,
17 or portions thereof, qualify for protection under this Order. Then, before producing the
18 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”
19 to each page that contains Protected Material. If only a portion or portions of the
20 material on a page qualifies for protection, the Producing Party also must clearly
21 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

22 (b) for testimony given in depositions that the Designating Party identify the
23 Disclosure or Discovery Material on the record, before the close of the deposition all
24 protected testimony.

25 (c) for information produced in some form other than documentary and for
26 any other tangible items, that the Producing Party affix in a prominent place on the
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1 exterior of the container or containers in which the information is stored the legend
2 “CONFIDENTIAL.” If only a portion or portions of the information warrants
3 protection, the Producing Party, to the extent practicable, shall identify the protected
4 portion(s).

5 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
6 failure to designate qualified information or items does not, standing alone, waive the
7 Designating Party’s right to secure protection under this Order for such material. Upon
8 timely correction of a designation, the Receiving Party must make reasonable efforts
9 to assure that the material is treated in accordance with the provisions of this Order.

10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
12 designation of confidentiality at any time that is consistent with the Court’s Scheduling
13 Order.

14 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
15 resolution process under Local Rule 37.1 et seq.

16 6.3 The burden of persuasion in any such challenge proceeding shall be on
17 the Designating Party. Frivolous challenges, and those made for an improper purpose
18 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
19 expose the Challenging Party to sanctions. Unless the Designating Party has waived or
20 withdrawn the confidentiality designation, all parties shall continue to afford the
21 material in question the level of protection to which it is entitled under the Producing
22 Party’s designation until the Court rules on the challenge.

23 7. ACCESS TO AND USE OF PROTECTED MATERIAL

24 7.1 Basic Principles. A Receiving Party may use Protected Material that is
25 disclosed or produced by another Party or by a Non-Party in connection with this
26 Action only for prosecuting, defending, or attempting to settle this Action. Such
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1 Protected Material may be disclosed only to the categories of persons and under the
2 conditions described in this Order. When the Action has been terminated, a Receiving
3 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).
4 Protected Material must be stored and maintained by a Receiving Party at a location
5 and in a secure manner that ensures that access is limited to the persons authorized
6 under this Order.

7 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
8 otherwise ordered by the court or permitted in writing by the Designating Party, a
9 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
10 only to:

11 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
12 as employees of said Outside Counsel of Record to whom it is reasonably necessary to
13 disclose the information for this Action;

14 (b) the officers, directors, and employees (including House Counsel) of the
15 Receiving Party to whom disclosure is reasonably necessary for this Action;

16 (c) Experts (as defined in this Order) of the Receiving Party to whom
17 disclosure is reasonably necessary for this Action and who have signed the
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 (d) the court and its personnel;

20 (e) court reporters and their staff;

21 (f) professional jury or trial consultants, mock jurors, and Professional
22 Vendors to whom disclosure is reasonably necessary for this Action and who have
23 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (g) the author or recipient of a document containing the information or a
25 custodian or other person who otherwise possessed or knew the information;

1 (h) during their depositions, witnesses ,and attorneys for witnesses, in the
2 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
3 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
4 not be permitted to keep any confidential information unless they sign the
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed
6 by the Designating Party or ordered by the court. Pages of transcribed deposition
7 testimony or exhibits to depositions that reveal Protected Material may be separately
8 bound by the court reporter and may not be disclosed to anyone except as permitted
9 under this Stipulated Protective Order; and

10 (i) any mediator or settlement officer, and their supporting personnel, mutually
11 agreed upon by any of the parties engaged in settlement discussions.

12 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
13 OTHER LITIGATION

14 If a Party is served with a subpoena or a court order issued in other litigation that
15 compels disclosure of any information or items designated in this Action as
16 “CONFIDENTIAL,” that Party must:

17 (a) promptly notify in writing the Designating Party. Such notification shall
18 include a copy of the subpoena or court order;

19 (b) promptly notify in writing the party who caused the subpoena or order to
20 issue in the other litigation that some or all of the material covered by the subpoena or
21 order is subject to this Protective Order. Such notification shall include a copy of this
22 Stipulated Protective Order; and

23 (c) cooperate with respect to all reasonable procedures sought to be pursued
24 by the Designating Party whose Protected Material may be affected.

25 If the Designating Party timely seeks a protective order, the Party served with
26 the subpoena or court order shall not produce any information designated in this action
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1 as “CONFIDENTIAL” before a determination by the court from which the subpoena
2 or order issued, unless the Party has obtained the Designating Party’s permission. The
3 Designating Party shall bear the burden and expense of seeking protection in that court
4 of its confidential material and nothing in these provisions should be construed as
5 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
6 directive from another court.

7 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
8 IN THIS LITIGATION

9 (a) The terms of this Order are applicable to information produced by a Non-
10 Party in this Action and designated as “CONFIDENTIAL.” Such information
11 produced by Non-Parties in connection with this litigation is protected by the remedies
12 and relief provided by this Order. Nothing in these provisions should be construed as
13 prohibiting a Non-Party from seeking additional protections.

14 (b) In the event that a Party is required, by a valid discovery request, to
15 produce a Non-Party’s confidential information in its possession, and the Party is
16 subject to an agreement with the Non-Party not to produce the Non-Party’s
17 confidential information, then the Party shall:

18 (1) promptly notify in writing the Requesting Party and the Non-Party
19 that some or all of the information requested is subject to a confidentiality agreement
20 with a Non-Party;

21 (2) promptly provide the Non-Party with a copy of the Stipulated
22 Protective Order in this Action, the relevant discovery request(s), and a reasonably
23 specific description of the information requested; and

24 (3) make the information requested available for inspection by the
25 Non-Party, if requested.

1 (c) If the Non-Party fails to seek a protective order from this court within 14
2 days of receiving the notice and accompanying information, the Receiving Party may
3 produce the Non-Party's confidential information responsive to the discovery request.
4 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
5 any information in its possession or control that is subject to the confidentiality
6 agreement with the Non-Party before a determination by the court. Absent a court order
7 to the contrary, the Non-Party shall bear the burden and expense of seeking protection
8 in this court of its Protected Material.

9 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

10 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
11 Protected Material to any person or in any circumstance not authorized under this
12 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
13 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
14 all unauthorized copies of the Protected Material, (c) inform the person or persons to
15 whom unauthorized disclosures were made of all the terms of this Order, and (d)
16 request such person or persons to execute the "Acknowledgment and Agreement to Be
17 Bound" that is attached hereto as Exhibit A.

18 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
19 PROTECTED MATERIAL

20 When a Producing Party gives notice to Receiving Parties that certain
21 inadvertently produced material is subject to a claim of privilege or other protection,
22 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
23 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
24 may be established in an e-discovery order that provides for production without prior
25 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
26 parties reach an agreement on the effect of disclosure of a communication or
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1 information covered by the attorney-client privilege or work product protection, the
2 parties may incorporate their agreement in the stipulated protective order submitted to
3 the court.

4 12. MISCELLANEOUS

5 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
6 person to seek its modification by the Court in the future.

7 12.2 Right to Assert Other Objections. By stipulating to the entry of this
8 Protective Order no Party waives any right it otherwise would have to object to
9 disclosing or producing any information or item on any ground not addressed in this
10 Stipulated Protective Order. Similarly, no Party waives any right to object on any
11 ground to use in evidence of any of the material covered by this Protective Order.

12 12.3 Filing Protected Material. A Party that seeks to file under seal any
13 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
14 only be filed under seal pursuant to a court order authorizing the sealing of the specific
15 Protected Material at issue. If a Party's request to file Protected Material under seal is
16 denied by the court, then the Receiving Party may file the information in the public
17 record unless otherwise instructed by the court.

18 The parties further acknowledge that this Order does not entitle them to file
19 confidential information under seal; Local Civil Rule 79-5 sets forth the procedures
20 that must be followed and the standards that will be applied when a party seeks
21 permission from the court to file material under seal.

22 There is a strong presumption that the public has a right of access to judicial
23 proceedings and records in civil cases. In connection with non-dispositive motions,
24 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
25 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006); *Phillips v. Gen. Motors*
26 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002); *Makar-Welbon v. Sony Electronics, Inc.*,

1 187 F.R.D. 576, 577 (E.D. Wis. 1999), (even stipulated protective orders require good
2 cause showing, and a specific showing of good cause or compelling reasons with
3 proper evidentiary support and legal justification, must be made with respect to
4 material that a party seeks to file under seal). The parties’ mere designation of material
5 as “CONFIDENTIAL” does not— without the submission of competent evidence by
6 declaration, establishing that the material sought to be filed under seal qualifies as
7 confidential, privileged, or otherwise protectable— constitute good cause. Further, if a
8 party requests sealing related to dispositive motion or trial, then compelling reasons,
9 not only good cause, for the sealing must be shown, and the relief sought shall be
10 narrowly tailored to serve the specific interest to be protected. *See Pintos v. Pacific*
11 *Creditors Ass’n*, 605 F.3d 665, 677-79 (9th Cir. 2010).

12 Any document that is not confidential, privileged, or otherwise protectable in its
13 entirety will not be filed under seal if the confidential portions can be redacted. If
14 documents can be redacted, then a redacted version for public viewing, omitting only
15 the confidential, privileged, or otherwise protectable portions of the document, shall
16 be filed. Any application that seeks to file documents under seal in their entirety should
17 include an explanation of why redaction is not feasible.

18 13. FINAL DISPOSITION

19 After the final disposition of this Action, as defined in paragraph 4, within 60
20 days of a written request by the Designating Party, each Receiving Party must return
21 all Protected Material to the Producing Party or destroy such material. As used in this
22 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
23 summaries, and any other format reproducing or capturing any of the Protected
24 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
25 must submit a written certification to the Producing Party (and, if not the same person
26 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
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1 category, where appropriate) all the Protected Material that was returned or destroyed
2 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
3 compilations, summaries or any other format reproducing or capturing any of the
4 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
5 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
6 legal memoranda, correspondence, deposition and trial exhibits, expert reports,
7 attorney work product, and consultant and expert work product, even if such materials
8 contain Protected Material. Any such archival copies that contain or constitute
9 Protected Material remain subject to this Protective Order as set forth in Section 4
10 (DURATION).

11 14. Any violation of this Order may be punished by any and all appropriate
12 measures including, without limitation, contempt proceedings and/or monetary
13 sanctions.

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2 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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4 DATED: November 15, 2024

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6 /s/ Hang D. Le
7 Dale K. Galipo
8 Hang D. Le
9 Attorneys for Plaintiff Jennie Quan

10 DATED: November 15, 2024

11 Jerad J. Miller*
12 Thomas C. Hurrell
13 Janet J. Hur
14 Jerad J. Miller
15 Attorneys for Defendants, County of Los Angeles
16 Marisol Barajas, and Hector Vazquez

17 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

18 DATED:

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21 _____
22 Honorable Karen L. Stevenson
23 United States Magistrate Judge

24
25 *The filer, Hang D. Le, hereby attests that all other signatories listed, and on whose
26 behalf the filing is submitted, concur with the filing's content and have authorized the
27 filing.